

A. G. Contract No. KR920629TRN
ECS File: JPA 92-39
Project: N-900-518/H 0936 01C
Section: Dead Horse Ranch SP

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 28 MAY, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
YAVAPAI COUNTY, ARIZONA, acting by and through its Board of
Supervisors (the "County").

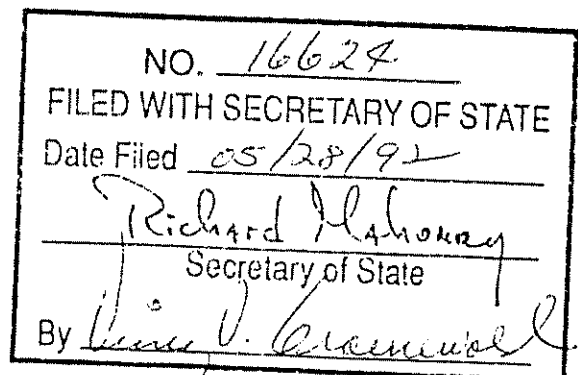
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Incident to a future improvement project to Dead Horse
Ranch State Park contemplated by the State, it is necessary to
construct a new park access road, a portion of which will
traverse real property outside the park, within the limits of
the County, at an estimated cost of \$3,500,000.00, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. According to State standards and specifications, and at its own cost, the State will design, call for bids and award one or more construction contracts for the Project, administer construction and make all payments to the contractor. The State shall be responsible for any contractor claims for extra compensation.

a. The improvements include a new park access road, a portion of which is within the limits of the County but is outside the park, from approximately Station 10+50.05 to Station 18+05.37.

b. The estimated cost of this Project is \$3,500,000.00.

c. The State may acquire in the name of the County additional rights of way as may be required for the Project, and, the County hereby authorizes the State to condemn rights of way in the name of the County, as necessary to accomplish said acquisition(s). The County shall accept any right of way for the Project outside the park within the County limits, acquired by the State for the park access road, as part of the County highway system.

d. Upon completion and acceptance of the Project, the County shall provide maintenance to the park access road outside the park within the limits of the County.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual (or until assumed by other competent authority), may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

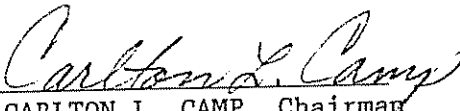
Yavapai County
County Manager
255 East Gurley Street
Prescott, AZ 86301

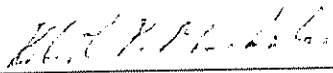
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

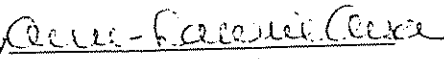
YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
CARLTON L. CAMP, Chairman
Board of Supervisors

By 
ROBERT P. MICKELSON
Deputy State Engineer

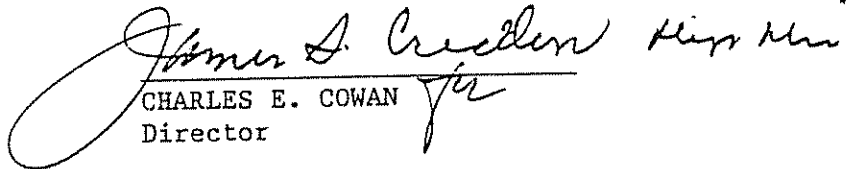
ATTEST:

By 
ANN-LAWRIE AISA
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 16th day of March 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for the acquisition and maintenance of right-of-way for a new park access road to Dead Horse Ranch State Park.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES E. COWAN
Director

CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS

RECEIVED

MAY 05 1992

YAVAPAI COUNTY)

) ss.

ARIZONA)

CONSULTANT MANAGER
SERVICES

Ann-Lawrie Aisa, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of A.R.S. §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of A.R.S. §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: APRIL 13., 1992

The entry in the said minutes:

The Board considered approval of an intergovernmental agreement with the Arizona Department of Transportation for the access road to the Dead Horse Ranch State Park, Cottonwood area, which was held in abeyance on April 6, 1992. Chairman Camp said that this agreement had been held in abeyance because the Board had heard that the City of Cottonwood was going to annex the area involved. He said that he had spoken with the Mayor of the City of Cottonwood and with City Manager Chuck Sweet, who was present on this day, and that the Board now had a great deal more information than it had on April 6. He said he believed the matter was a great deal clearer and that the agreement with ADOT needed to be approved. Supervisor Feldmeier said that he had spoken with Mr. Sweet and had been convinced to approve this agreement after Mr. Sweet stated that if the City of Cottonwood should for some reason not annex the land involved, it would be willing to enter into an intergovernmental agreement with the County to maintain that little piece at no cost to the County. He asked Mr. Sweet whether that was correct. Mr. Sweet said it was. Supervisor Feldmeier then moved to approve this intergovernmental agreement with the understanding that the City of Cottonwood would put in writing its commitment to maintain the County portion of the access road in case the annexation did not go through. Supervisor Brownlow seconded the motion, which carried by unanimous vote.

Ann-Lawrie Aisa
Ann-Lawrie Aisa, Clerk

SUBSCRIBED AND SWORN to before me April 28, 1992.

My Commission Expires:

My Commission Expires Sep 22, 1992

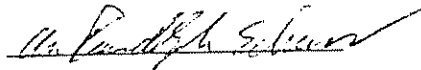
David A. Hudson
Notary Public

JPA 92-39

APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and YAVAPAI COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 16th day of April, 1992.

A handwritten signature in dark ink, appearing to read "C. Randall Smith", is written over a horizontal line.

County Attorney



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

May 15, 1992

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0629-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15TH day of May, 1992.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/69